



State of Montana

Electronic Content Management System RFI Response

January 17, 2014

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Cover Letter

January 17, 2014

Michele Burchett

Dear Michele,

We are pleased to have the opportunity to respond to the State of Montana (Montana) Electronic Content Management System (ECMs) Request for Information (RFI). This document presents our responses to the questions put forth in your RFI, and illustrates why we believe that Gimmel provides the best software solutions and services for Montana.

Gimmel's Information Governance Suite Professional provides a highly scalable and flexible solution that embraces and extends Microsoft SharePoint™ to provide compliant, enterprise-scale Information Governance and Records Management. The Gimmel solution provides management of an information lifecycle as well work processes to support management of records.

By implementing Gimmel Software products, the following benefits can be achieved:

- A foundation for enterprise wide compliance with Montana records retention policies
- Create a sustainable platform for collaboration to support regulatory and legal audits.
- Increased user adoption and efficiency while reduced cost via a single platform solution for Records Management

We look forward to helping you deliver on this venture. Gimmel stands ready to meet with you and members of your team to answer any questions you might have about our proposal. We look forward to a strong and successful partnership with Montana.

Sincerely,

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Executive Summary and Company Background

Organizations have historically struggled to balance the need for legal and regulatory compliance with the challenge of technology adoption. Organizational Governance in part dictates the proper management of a organization's information assets, which is putting increased pressure on Legal and IT to demonstrate that the management of content and records follow consistent policies, is performed in accordance with legal requirements for retention, while also delivering business value. Our proposal seeks to address these issues while driving user adoption cost effectively by complementing Montana's current investments in SharePoint and other platforms.

How our experience helps transform chaos into order

We work with our clients through every project phase to achieve information governance: strategy and design, records retention policies and schedules, systems implementations, integrations, migrations, and user training and adoption. We have experience and knowledge of the leading enterprise content management platforms. We create strategy for, migrate from, migrate to, and optimize any information management platform. We have a cross-functional team of thought leaders in the information management industry.

Gimmel team members maintain prominent positions in the industry's leading organizations, AIIM and ARMA. Our teams include Certified Records Managers, IT architects certified on the leading platforms, and experts in enterprise content management and enterprise taxonomy.

How Gimmel extends the world's leading ECM platform: Microsoft SharePoint

Our products enable organizations across any industry, to fully utilize SharePoint as a powerful content platform for building and deploying rich solutions that satisfy many diverse business requirements. Gimmel software products allow organizations to have certified extensions to the SharePoint platform so they can consolidate collaboration, content and records management on the SharePoint platform to simplify the IT landscape and reduce cost, thus enabling organizations to:

- Promote enterprise scale information governance and compliance in SharePoint
- Increase consistency and usability of SharePoint sites and its content
- Provide for proactive litigation readiness in SharePoint for both physical and electronic content
- Extend ERP content and workflows into SharePoint through bidirectional access
- Avoid the need to design, build, integrate, or maintain redundant content repositories by deploying solutions into SharePoint architecture
- Reduce costs by migrating content from legacy ECM platforms to SharePoint
- Provide seamless connectivity between the email systems and SharePoint, allowing for consistent application of information policy while providing access to SharePoint content in Outlook.

The Problems We Solve

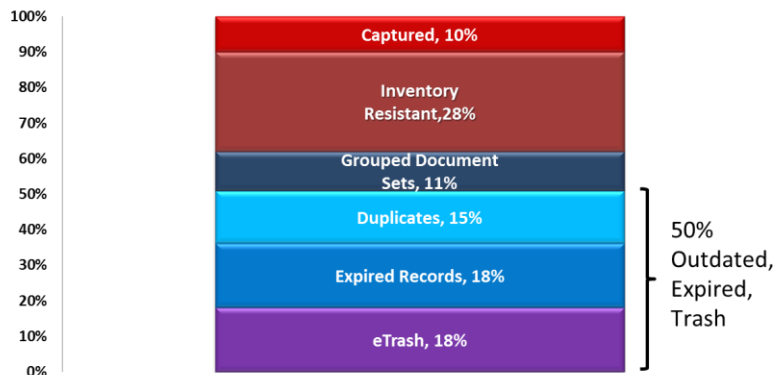
Many organizations are facing increased pressure to demonstrate their ability to meet the requirements of initiatives such as regulatory compliance that highlight the need for proper management of their information assets. Our proposal seeks to address these issues while driving user adoption and leveraging Montana current investment in SharePoint.

User Adoption

All organizations struggle to make an enterprise electronic content and records management program successful due to low user adoption. The increased complexity of the application combined with the records management training required to use the traditional ECM packages has served as the barrier to enterprise adoption of these solutions. Recent surveys have shown average adoption in the 12-15% range. These percentages do not reflect either of the terms enterprise or compliant.

Exponential Content Growth

With studies indicating that information is doubling every 18 months within organizations, CIO's are challenged with balancing the need for cost savings while delivering business value to the end users through information delivery. Our work helping clients convert unmanaged content into useful and relevant information has shown that more than 50% of content in these environments (email inboxes and shared drives) is redundant, obsolete or trivial in nature (ROT). The lack of adoption is the barrier to the solution, given that these unmanaged environments have no way of assigning and executing the organization's information governance policies. Until we can get users to stop using these environments the problem will continue to grow. Gimmel provides adoption tools to break down the barriers between unmanaged silos of content and a governed and managed SharePoint platform.



Ungoverned Organic Spread of SharePoint Sites

Organizations are challenged to keep up with the rising demand for SharePoint sites while balancing the need for governance of the SharePoint environment. We have all heard the deployment of SharePoint as "Viral", which is in reality a double edged sword.

On the positive side, the word "viral" can be attributed to the fact that SharePoint has undeniably taken over the content management market with statistics showing a meteoric rise in SharePoint purchases and adoption. Much of this can be attributed to SharePoint's seamless connection to the industries runaway leader in business productivity tools, Microsoft Office, but also to the dominance of SharePoint in the collaboration sector of the market. Collaboration is the genesis of content creation, therefore naturally feeds the downstream processes of content and records management. This makes SharePoint the natural platform for implementing an information lifecycle of content. Users like it because it's easy to use, fast to deploy and is a flexible environment for teams to work together in. It breaks through the adoption barriers for all these reasons.

SharePoint competitors use the terms to "viral" as a negative term and try to liken it to "the new shared drive". The inherent flexibility of SharePoint, such a strong selling point to end users, can be the curse to a compliance officer.

The Benefit of Information Governance on SharePoint

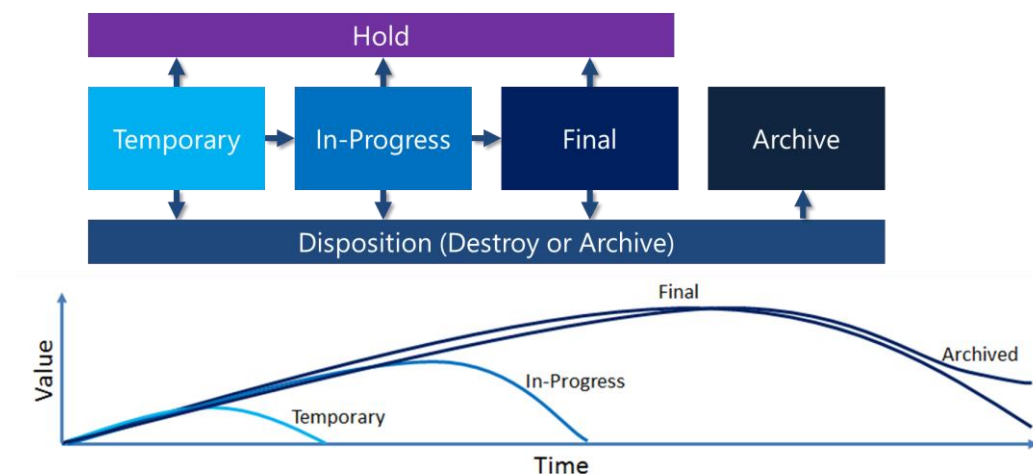
SharePoint is a widely deployed technology and enjoys widespread user adoption. Done well, in a managed and controlled fashion, this serves your organization well. Done intermittently, expanded as users see the need and without an enterprise-wide plan, this can lead to information governance issues.

Information Lifecycle in SharePoint

In addition to the traditional records management features to SharePoint as product designers Microsoft made a big bet on the power of metadata to drive 21st century electronic records management, these features include:

- Taxonomy and Centralized Content Type Hub
- Managed Metadata Service
- Content Organizer

Typical Information Lifecycle



These features were added to SharePoint for expressed purpose of automating the classification and declaration process to minimize the burden on the end user. Gimmel extends these powerful features to provide a governed information lifecycle of all content, not just records.

Why implement an Information Lifecycle (ILC)?

- All Information is managed from creation to disposition
- Retention for all information in every state of the ILC, not just records.
- Early classification (indexing) enables SharePoint compliance to be automated to a large degree
- Rules are enforced by the technology, removing the burden from the end user, driving adoption of the solution

Business Benefits

- Productivity - Free users from the burden of multiple systems, manual classification, and onerous compliance processes
- Usability - Reduce training costs by enabling users to work from familiar Microsoft applications
- Automation - Support workflow automation with better metadata quality
- Control - With codeless site templating, create sites your business needs while maintaining consistency and governance

Legal, Compliance, and Records Management Benefits

- Defensibility - Use a records management application that is certified by the Department of Defense
- eDiscovery Support - Reduce eDiscovery costs with better classification of content, global and recurring legal holds, and an automated information lifecycle to eliminate outdated and low value content
- Compliance - Automate the compliance process to ensure user participation
- Classification - Improve metadata quality with automated classification
- Consistency - Implement globally consistent retention policies

IT Benefits

- Simplification - Support is simplified by focusing on the Microsoft skillset, by avoiding the development and support of custom code and by leveraging the existing SharePoint infrastructure
- Cost Reduction - Centralize information management on the Microsoft SharePoint platform to retire costly ECM suites and to reduce hardware, software support and maintenance costs
- Content Reduction - Implement an automated information lifecycle in SharePoint to stop exponential content growth and reduce storage costs

The implementation of this simple information lifecycle would allow Montana to realize two of its goals, which are to:

1. Leverage its investment in SharePoint to combine collaboration content and records management applications on a single platform lower its infrastructure and support costs at the same time.
2. Montana can govern all content consistently with retention and disposition policies, while having a common platform with which to search and apply legal and audit holds consistently across the environment

Gimmel SharePoint Solutions

Information Governance Suite Professional



SharePoint is the standard for collaboration, content management, and portals. With the high cost of support and maintenance of traditional ECM suites, and the high user adoption of SharePoint, many organizations adopt SharePoint as a unified platform for content and records management.

In this era of expanding regulatory requirements, exponential growth of electronically stored content and eDiscovery, information governance is a requirement. Information governance addresses the processes and policies to create, store, access, manage, secure, retain, and dispose of information. This is not a technical problem alone, and must involve business, IT, legal, compliance and records management to strike a balance between risk, productivity and cost. We partner with you to achieve this balance.

The Information Governance Suite is built on SharePoint to increase:

- Usability with enhanced search tools and auto-classification
- Consistency and control in site creation with a codeless site creation tool designed for business users
- Business process automation with a global metadata rules engine
- Automation of the information lifecycle to curb content growth
- Governance of your SharePoint environment with rules-based classification, unified information policy, organized site structure, universal content types, structured content storage, and automated metadata assignment



Governed Site Creation/Site Decommissioning

The Information Governance Suite enables business owners to control the configuration of sites without code and without reducing the diversity and flexibility of SharePoint. Site Decommissioning provides the ability for organizations to inventory, assess and decommission existing SharePoint sites and easily add governance and policy to SharePoint lists and libraries, including documents, announcement lists, blogs, contacts, discussion boards, pages, surveys and tasks. The decommissioning process allows for automatic, thus controlling the active lifespan of site collections, sites, documents and list items.



Auto classification Drop Zones

The Information Governance Suite provides enhanced drop zones to enable users to efficiently add content to the SharePoint library. Metadata, classification and location of content are automatically set by the system.



Enhanced Search

The Information Governance Suite provides an enhanced search feature that incorporates structured metadata in drop-down lists and returns results that can be acted upon, filtered and exported to a file.



Metadata Rules Engine

The Information Governance Suite enables global rules to auto-assign metadata values and trigger rule-based system actions to automate business processes and to automate the retention and destruction of information through the lifecycle of draft/work-in-process/final.



Centralized Content Organizer Manager

The Information Governance Suite extends the SharePoint Content Organizer rules across the SharePoint farm.



Enhanced Document Templates

The Information Governance Suite provides the ability for content types to be mapped to multiple document templates based on metadata values.

Compliance Suite

Gimmel's Advanced Records Management solution, Compliance Suite, provides a centralized, compliant repository for collaboration and records management for Microsoft SharePoint that meets the standards of the Department of Defense (DoD) 5015.2.



A centralized user interface of the Compliance Suite controls the definition and synchronization of records management policies across SharePoint. This includes the ability to link citations and authorities to the file plan structure, allowing records management administrators to have a single dashboard for records management functions. By consolidating work-in-progress content and final content on SharePoint, companies can implement a unified disposition and legal hold process across all content with unified search.



Enhanced File Plan Builder

- Hierarchical file plan in a rich client interface that deploys to all site collections globally
- Central administration of disposition schedules for existing records in different locations
- Distributed responsibility of file plan classifications to different team members
- Consistent file plan structure and information policy



Record Relationships

- Enables users, record managers and administrations to create, move and copy records
- Associates policies with a set of records, such as a case, to process all records as a group
- Manage and link regulatory and legal citations to multiple policies to provide legal justification for the retention process



Event Management

- Defines and manage events
- Provides events as records disposition criteria
- Defines recurring events
- Facilitates disposition of related records as a single entity
- Manages related records through links, associations and folders



Cut-off and Disposition Processing

- Processes approves the start the retention period for records
- Provides disposition metadata handling
- Folder closure
- Parallel dispositions
- Forensic destruction of records with RBS solutions



Email Record Management

- Manages email and attachments as records
- Automates capturing of message metadata
- Manages email as single record or separately as different record categories



Legal Holds

- Places individual items or entire folder on hold
- Searches and applies holds across sites and site collections
- Creates “persistent” holds so as new content is added to sites that meet the hold order criteria, they will automatically be added to the hold



Vital and Restricted Records

- Identifies vital record(s) with specific attributes, including review periods and last reviewed date
- Declares a vital record reviewer
- Reports on past and future vital record collections



Transfers

- Provides a configurable and pre-defined schema for export
- Imports records into Compliance Suite
- Exports records into validated format, ensuring contextual links
- Maps custom metadata

Company Information

Company size – number of employees

Gimmel is headquartered in Houston, TX and has offices in Dallas, Portland, Washington DC and New York, NY. Gimmel presently employs 135 people and the company is 100% employee owned.

Financial information

As a private company we typically do not divulge our financial information until we have been notified of our short list status, at which time our President will meet with your financial team for a review. At a high level Gimmel had \$25 million in top line revenue in 2013 and has been profitable in each of the 13 years it has been in operation.

Number of customers

Software – 85

Services - 200

Our 5 largest organizations using Gimmel Solutions

- US Food and Drug Administration, 25,000 users
- US Federal Aviation Administration, 5000 users
- US Department of Energy, 2500 users
- LINN Energy, 2000 users
- Microsoft LCA, 80,000 employees, 1200 users presently
- AARP 1200 users

- 5 largest Records Management Clients (\$\$) – Marathon Oil, Conoco, BP, USAA, Transocean,
- 5 largest FileNet IS migration clients (documents) – Swiss Re (50MM), Sallie Mae (300MM), Liberty Mutual (150MM) Irish Life (2TB from FileNet IS MSAR), Kraft Foods (100MM)

Largest implementations

In addition to the product references mentioned above, Gimmel's custom solution for Marathon Oil, which was later divided into Marathon Oil and Marathon Petroleum, supported 15,000 users. It was used to automate SharePoint site provisioning for nearly 20,000 SharePoint sites, all of which use a common file plan and retention schedule, common metadata inheritance, an enterprise definition of content types, a common information lifecycle, and a simple records management paradigm. We believe that this is, by far, the largest and most successful implementation of SharePoint Records Management. This solution formed the basis of our proposal to the Microsoft SharePoint 2010 product team for Gimmel to develop the certified records management capabilities inside SharePoint 2010. Gimmel was hired by Microsoft to support this initiative. Microsoft decided to not build the certified RM capabilities inside SharePoint 2010, instead leaving this up to SharePoint partners, and Gimmel took the challenge and created the solutions as described in this RFI response.

Customers Gimmel have migrated from IBM FileNet Image Services?

Gimmel has tremendous experience migrating images from FileNet Image Services. We were the go-to partners to architect and manage the migration from FileNet to Documentum for many years. More recently, we have been migrating clients to SharePoint, but have not migrated large numbers of clients from FileNet Image Services to SharePoint, except in an SAP environment. The process of extract-transform-load is the same, however. Below is a listing of these clients:

- Plains All-American Pipeline - FileNet Image Services to Documentum
- ChevronTexaco - FileNet Content Services to Documentum
- GE Employers Reinsurance (Swiss Re) - FileNet Image Services to Documentum (50MM images). Declared to be Best Practice by GE.
- Shell Trading – Documentum to FileNet Image Services
- Sallie Mae – FileNet Imaging Services Migration Design Services
- Sallie Mae – 300 Million image extraction from FileNet Image Services and ingestion to Documentum
- Liberty Mutual – FileNet Image Services Migration Design Services and Oversight and best practices – 150 Million images being migrated based on our designs and recommendations around high volume ingestion.
- USAA – architected the Documentum system to enable the migration of 700MM documents from IBM Content Manager to Documentum
- Irish Life/ Zarion – 24 million image extraction from FileNet Image Services. 2TB of MSAR to Global 360
- Geico – architected the migration of 50MM documents from FileNet Image Services

R&D investment amount

Below is our internal investments in software product development in the last three years and our projected 2013 spend. In addition, our largest SharePoint Records Management clients, Marathon, BP, Conoco, Transocean, CSC and USAA have invested about \$50MM in Gimmel services to develop tailored versions of our SharePoint solutions. Many of these custom solutions get transitioned into the product group for consideration for commercial release. That 50 MM investment is not reflected in the product investments outlined below

2013 - \$3.35MM, 2012 - \$2.68MM, 2011 - \$2.17MM, 2010 - \$1.05MM

What makes Gimmel Solutions different?

SharePoint is the only ECM product in the market that users are clamoring to use. Gimmel's products extend and embrace SharePoint, instead of ripping and replace SharePoint capabilities and moving content out of the familiar SharePoint environment. Gimmel does not think of SharePoint as an application as much as we do a platform and development environment. Our approach is to build inside SharePoint and extend native features, with the benefit being that organizations can leverage and grow their investment in SharePoint.

SharePoint is a game changer in the ECM market and its adoption has been referred to as viral. Statistics show that over 90% of the fortune 500 and governments own SharePoint licensing today and a great majority are only scratching the surface of what SharePoint can do for them. SharePoint helps people be more productive by offering a familiar Microsoft Office experience so users can quickly and easily access the business information they need to get their jobs done.



Below are key differentiators tyou need to understand about the Gimmel's product strategy:

- Gimmel products leverage SharePoint native features, we don't replace functions that SharePoint delivers, you only pay for iterative improvement
- Gimmel products are built in SharePoint, thus deployment and feature activation is consistent amongst farms, site collections and sites, you don't become burdened with retraining and change management
- Gimmel's Compliance Suite is the only DoD 5015.2 certified solution that utilizes SharePoint at the repository of record, you don't need to pay for and maintain a separate software and hardware environment
- Many of the Gimmel solutions utilize Kofax for capture. We had two case studies that we presented at the Kofax Transform conference in March of this year on the integration of Kofax Capture with SharePoint. Gimmel is currently building a set of enterprise applications for a customer that combines Kofax, SharePoint and the full set of Gimmel tools as a platform for enterprise composite applications, including document control, contracts, purchasing, accounts payable, HR, and materials management. Gimmel is currently advising the Kofax product teams on how to strengthen their release scripts for SharePoint integration.
- Gimmel's products include technical support and maintenance and a product roadmap closely aligned to Microsoft platform release, ensuring forward compatibility and elimination of costly and complex custom developments.

Montana ECMS RFI Requirements

Document Imaging Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Does the ECM provide imaging software to import basic scanned documents?	SharePoint			
2.	Does the ECM support the following imaging capabilities:				
	• Optical Character Recognition (OCR)	SharePoint		Kofax Capture	
	• Intelligent Character Recognition (ICR)	SharePoint		Kofax Capture	
	• Optical Mark Recognition (OMR)	SharePoint		Kofax Capture	
	• Optical Bar Code Reader (OBR)	SharePoint		Kofax Capture	
	• Mobile Capture – smart phones and other mobile devices	SharePoint		Kofax Capture	
3.	Is the system compatible with Multi-functional Devices (MFDs) i.e. copiers, mobile device capture, fax server, email, and file import?	SharePoint		Kofax Capture	
4.	Does the system have the capability to do batch scanning and indexing?	SharePoint		Kofax Capture	
5.	Does the system provide the ability to capture index information from scanning/capture software?	SharePoint		Kofax Capture	
Content Management Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	What kind of navigational capabilities does your solution support:				
	• Folders (similar to MS Windows Explorer)	SharePoint			
	• Key word search	SharePoint			
	• Formal taxonomy using document types and classes	SharePoint			
	• All of the above	SharePoint			
2.	Does your solution support remote access to the ECM system, i.e. for staff that work in the field and have the need to enter documents from the field?	SharePoint			

Document Imaging Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
3.	Does your solution provide access to documents on a public-facing online system?	SharePoint			
4.	Does the ECM support multiple naming and archiving processes?	SharePoint			
5.	Does the ECM fully integrate with Microsoft Office applications (Word, Excel, PowerPoint, etc.)?	SharePoint			
6.	Does the ECM fully integrate with Microsoft Exchange?	SharePoint			
7.	Does your solution support email archiving and management capabilities?	SharePoint			
8.	Does the ECM allow access to documents by an Apple iOS or Android device?	SharePoint			
9.	Does the ECM allow access to documents via web browser? If so, list the compatible browsers and versions in the Comments section.	SharePoint			
10.	How does the solution manage documents with a retention policy?	SharePoint		Gimmel Software	
11.	Provide examples of reports that can be used to ensure retention policies are being adhered to.	SharePoint		Gimmel Software	
12.	Search Capabilities	SharePoint			
	<ul style="list-style-type: none"> Will the system accommodate full text OCR to search for and retrieve files? 	SharePoint			
	<ul style="list-style-type: none"> Does the ECM offer web-based and desktop client interface search and retrieval? 	SharePoint		Gimmel Software	
	<ul style="list-style-type: none"> Does the ECM accommodate "Full Text Indexing" (i.e. OCR) to search for and retrieve files? 	SharePoint			
	<ul style="list-style-type: none"> Does the ECM allow users to configure custom searches that they commonly use? 	SharePoint		Gimmel Software	
Automated Workflow Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Does your ECMS support document-centric, author-review-approve automated workflow capabilities?	SharePoint		Kofax Capture, Total Agility 7	

Document Imaging Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
2.	Does your ECMS support workflow automation for processing:			Kofax Capture, Total Agility 7	
	<ul style="list-style-type: none"> E-forms for internal purposes 	SharePoint		Kofax Capture, Total Agility 7	
	<ul style="list-style-type: none"> E-forms for external customer purposes 	SharePoint		Kofax Capture, Total Agility 7	
	<ul style="list-style-type: none"> Work items (documents, reports, etc.) 	SharePoint		Kofax Capture, Total Agility 7	
	<ul style="list-style-type: none"> Automatic notifications and emails 	SharePoint		Kofax Capture, Total Agility 7	
	<ul style="list-style-type: none"> Workflow status tracking 	SharePoint		Kofax Capture, Total Agility 7	
3.	Does the system allow users to perform workflow activities using a standard web browser such as Internet Explorer and Mozilla Firefox?	SharePoint		Kofax Capture, Total Agility 7	
4.	Does workflow allow users to define conditions?	SharePoint		Kofax Capture, Total Agility 7	
5.	Can workflow be automated for a specific document type and workflow template?	SharePoint		Kofax Capture, Total Agility 7	
6.	Does the workflow include E-signature capabilities?	SharePoint		Kofax Capture, Total Agility 7	
Records Management Specification		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Include the use of back end migration to optical storage or similar technology that meets the State of Montana legislative compliance requirement for permanent records storage of documents. There should be assurance that records stored in the system cannot be altered.	SharePoint		SharePoint Remote Blob Storage (RBS) providers, ex. Metalogix	
2.	Create, edit and manage a corporate “file plan” / records retention schedule, which contains information used to classify records.	SharePoint		Gimmel Software	
3.	Create and manage the record folders (and folder volumes) that are available to help organize the file plan.	SharePoint		Gimmel Software	

Document Imaging Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
4.	Configure the system to easily declare objects as records in native authoring tools and specify which object classes and properties to manage.	SharePoint		Gimmel Software	
5.	Create and manage records retention rules.	SharePoint		Gimmel Software	
6.	Create and manage physical boxes, folders and records.	SharePoint		Gimmel Software	
7.	Search for categories, folders and records.	SharePoint		Gimmel Software	
8.	Place holds against record categories or search results.	SharePoint		Gimmel Software	
9.	Identify appropriate metadata for all formats and sources.	SharePoint		Gimmel Software	
10.	Manage various record image / formats in an integrated manner.	SharePoint		Gimmel Software	
11.	Maintain the relationships between records and files, between file series and the file plan.	SharePoint		Gimmel Software	
12.	Retrieve information for personal use or to comply with Freedom of Information Act / discovery requests.	SharePoint		Gimmel Software	
13.	Construct and manage audit trails and track system usage by department and user.	SharePoint			
14.	Manage the integrity and reliability of records once they have been declared as such.	SharePoint		Gimmel Software	
15.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	SharePoint		Gimmel Software	
16.	Provide a seamless integration of the ERMS (providing the records management logic) with an ECMS.	SharePoint		Gimmel Software	
17.	Records Manager Application will be a 100% Web-browser based application.	SharePoint		Gimmel Software	
18.	Views file plans and retention and disposition policies.	SharePoint		Gimmel Software	
19.	Provide interface capabilities to existing systems that create electronic records, via an application program	SharePoint		Gimmel Software	

Document Imaging Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
	interface (API) to integrate properly with the proposed ECMS.				
20.	ERP integration: support enterprise resource planning (ERP) systems APIs.	SharePoint		Gimmel Software	
21.	Typical Reports: Including, but limited to, the following:	SharePoint		Gimmel Software	
	<ul style="list-style-type: none"> Ready for Destruction report 	SharePoint		Gimmel Software	
	<ul style="list-style-type: none"> Future Disposition Schedules report 	SharePoint		Gimmel Software	
22.	Maintain the relationships between records and files, between file series and the file plan.	SharePoint		Gimmel Software	
23.	Retrieve information to comply with Freedom of Information Act / discovery requests.	SharePoint		Gimmel Software	
24.	Associate the contextual and structural data within a document.	SharePoint			
25.	Construct and manage audit trails and track system usage by department and user.	SharePoint			
26.	Manage the integrity and reliability of records once they have been declared as such.	SharePoint		Gimmel Software	
27.	Identify records that are due for disposal when their prescribed retention periods elapse, managing the disposal process.	SharePoint		Gimmel Software	
E-Form Specifications		Out of the Box	Customization Required	3rd Party Application	Comments
1.	Do your E-forms support the need to retain the look and feel of paper forms?	SharePoint		Arx Cosign	
2.	Do your E-forms support E-signatures?	SharePoint		Arx Cosign	
3.	Does your solution support public-facing E-forms that can be filled out and submitted on line?	SharePoint		Arx Cosign	

Gimmel Professional Services

Gimmel IGS-PRO Quick Start

Gimmel provides a Quick Start service offering that allows an organization's business and IT management to thoroughly and confidently work with trusted advisors to plan details of an enterprise-wide customization and deployment of a SharePoint solution leveraging Gimmel solutions.

The Gimmel Quick Start service has the following goals:

- Define a strategy and roadmap for implementing a governed SharePoint environment that will form the foundation for enterprise content management (ECM). Fundamentally, this will enable Montana to ensure that all information is efficiently managed in a demonstrable manner.
- Install and configure the Gimmel Information Governance Suite Pro to drive consistency and user adoption of Microsoft SharePoint through transparent information governance.
- Training for users and administrators
- Enable business users to experience the tools and processes in their own day-to-day functions providing tangible understanding as the users participate in future projects to grow and enhance the solution.
- Provide technical support personnel the knowledge and confidence necessary to support the solution. Additionally, the project allows both business and IT management to thoroughly and confidently work with a trusted advisor to plan details of an enterprise wide deployment of SharePoint, leveraging Gimmel tools.

Knowledge and Track Record

Gimmel is a Microsoft Gold Certified Partner – the highest status for a business partner – and brings the experience of working with hundreds of clients across thousands of engagements to make SharePoint work for you. Most of our clients have a complex IT landscape with multiple content and records management systems and all of our clients have SharePoint. As a result, Gimmel has built extensive experience with all of the leading content and records management systems for more than a decade. We bring that experience, knowledge, and skill in Enterprise Content and Records Management to partner with you to develop the strategy you need to implement a governed, efficient, and high performing SharePoint environment for your business.

SharePoint Resource Focus

Gimmel has built enterprise-scale SharePoint environments for the world's largest organizations that include hundreds of consistently provisioned Team Sites, thousands of My Sites, and millions of documents. We have automated content management in SharePoint through an information lifecycle that applies retention policies on all content. This creates an efficiently maintained system free of outdated and irrelevant content, while meeting compliance requirements. Below are samplings of the SharePoint services we offer

- Records management and eDiscovery programs both within SharePoint and as integrations to external repositories, ensuring records compliance.
- Migration of terabytes of content from shared drives and legacy systems into SharePoint.

- Created sophisticated portals with complex integrations to line of business systems.
- Implanted advanced business process automation applications to significantly increase productivity.
- Managed tens of thousands of users through a change management process of communication and training to ensure user adoption of SharePoint.

Gimmel Quick Start Staffing

Gimmel Staffing

The following table outlines the roles and responsibilities for Gimmel project team members. One team member may serve in multiple roles.

Role	Description
Client Director/ Senior Advisor	Provides the strategic foundation for a successful client engagement. Works with the Gimmel team to ensure that client expectations are met and the project stays on time and on budget. Provides overall quality assurance and ensures client satisfaction with the Gimmel Team and results.
Project Manager	The Gimmel Project Manager is responsible for scheduling Gimmel resources at the right time within the project schedule. The Gimmel Project Manager works together with the <Client Name> Project manager and is responsible for meeting client expectations, project oversight, project tracking, and communication.
Business Analyst	Responsibilities of the Business Analyst include facilitating specification sessions, preparation of documentation, and participation in interviews and analysis activities. Also responsible for the preparation of test scripts and execution of system tests. Conducts knowledge transfer sessions on the functionality of the combined iGs/SharePoint solution.
Gimmel Product Specialist iGs	The Gimmel Product Specialist has unique knowledge of how the Gimmel Information Governance Suite functions and how a standard set of information management policies are translated into the appropriate technology constructs. Responsible for the configuration of the system, preparation of test scripts, and execution of system tests. Conducts knowledge transfer sessions on the configuration of the combined iGs/SharePoint solution. Other responsibilities include facilitating specification sessions, preparation of documentation, and participation in interviews and analysis activities.
Gimmel Product Specialist Cs	The Gimmel Product Specialist has unique knowledge of how the Gimmel Compliance Suite functions and how a standard set of compliance policies are translated into the appropriate technology constructs. Responsible for the configuration of the system, preparation of test scripts, and execution of system tests. Provides knowledge transfer sessions on the configuration of the Cs components. Other responsibilities include facilitating planning sessions, preparation of documentation, and participation in interviews and analysis activities.

Montana Staffing

The following are the roles and responsibilities that Montana would need to provide for the project:

Role	Description
Project Manager	Serves as the main project contact and works closely with the Gimmel project team throughout the life of the project. Responsible for reviewing and signing off on project deliverables.
Business Subject Matter Experts (SMEs)	Participates in requirements gathering interviews and works with the project team to define and confirm the requirements for the proposed system. Assigned SME representatives participate with the project team during system testing.
Infrastructure Specialists	Participates in the hardware/software installation meetings and works with the project team to define, confirm, operate, and support infrastructure components.
SharePoint Specialists	Participates in the hardware/software installation meetings and works with the project team to define, confirm, operate, and support SharePoint components.
Database Administrator	Participates in hardware/software installation meetings and works with the project team to define, confirm, operate, and support the database components.
Subject Matter Experts (SMEs) including Records Managers	Participates in requirements gathering interviews and works with the project team to define and confirm the requirements for the proposed system. Assigned SME representatives participate with the project team in user acceptance testing.

Staffing Role Utilization for a Gimmel Quick Start

The table below details the areas of the implementation project where the Montana's roles would be involved. The business SMEs and SharePoint Specialist role participation is critical for successful system behavior, testing, and operation.

Role	Advance Preparation	Requirements Review	Solution Design	Implementation	Transition
Project Manager	X	X	X	X	X
Business Subject Matter Experts (SMEs)	X	X	X	X	X
Infrastructure Specialists	X	X			X
SharePoint Specialists	X	X	X	X	X
Database Administrator	X	X			X

Role	Advance Preparation	Requirements Review	Solution Design	Implementation	Transition
Subject Matter Experts (SMEs) including Records Managers	X	X	X	X	X

Resource Expertise and Relevant Experience

Gimmel employs several of the most respected ECM and RM architects and consultants in the United States. We have a very senior team, and we staff projects with highly capable, experienced people. Gimmel has achieved the status of a thought leader in the Enterprise Content Management and Records Management industries. This is our only business and we are nationally respected experts.

The Gimmel Implementation Methodology “Differentiator”

Typical hurdles organizations face in implementing an enterprise Compliance and Governance solution include: lack of enterprise taxonomy, out dated record retention schedule, lack of sponsorship, lack corporate subject matter experts

Gimmel utilizes a defined methodology and tools that provide standard deliverables across the areas of business and technical requirements, design, configuration, migration and deployment. We use our methodology coupled with our experience to accelerate delivery while providing a configured solution to meet the business and technical requirements.

Gimmel implementation hurdles are mitigated based on the following assumptions:

- Any change in the specified scope of work, services, schedule, fees, or any other matter addressed in the statement of work must be mutually agreed upon by the parties in writing.
- Any delay by a client that impacts either the critical path of the project or results in more than one business day delay will be tracked by Gimmel and may be the basis for a change in scope.
- No software customizations or external system integrations.
- Twenty hours of solution support is restricted to normal business days and hours excluding weekends and Gimmel holidays.

Product Support and Maintenance

Product maintenance support is provided to licenses customers. Support otherwise can be provided by the professional services organization via a Montana-specific defined set of services and accompanying service level agreement. Such support might include advice regarding how to handle deviations from the defined standards, scripting labor-intensive tasks, or supporting the execution of change management plans.

From a problem resolution and ongoing support standpoint, Gimmel invests significant R&D in software releases to ensure state-of-the-art information governance and records management products. Our Software Assurance Maintenance Program ensures your investment will continue to meet your business needs with the best available technology and support, thus enabling Montana to quickly overcome any solution hurdles. This includes:

- Technical support provided by Gimmel professionals via phone or e-mail from 8:30am – 5:00pm EST
- Software releases as incremental versions of Gimmel products, providing enhancements to features and functionality
- Service pack releases provided to address fixes for any issues identified in the software.
- Gimmel Service Levels

Gimmel provides first, second and third level software support as follows:

FIRST LEVEL - Gimmel's first level support team is your primary point of contact for customer support inquiries. Supporting both novice users and technical professionals, all issues are logged for investigation and progress is tracked. Gimmel's professional, experienced first level support staff will manage any minor problems, and will escalate more involved issues to the second level support group.

SECOND LEVEL – Answers that cannot be provided immediately by first level staff are assigned to senior support technicians who ensure problems are diagnosed and resolved in a timely manner.

THIRD LEVEL – Further escalated incidents are referred to the Gimmel development team for special analysis and resolution. In the unlikely case of a critical problem, there is a process to escalate serious issues to senior management for appropriate intervention

Gimmel Pricing

Below is information on the Gimmel pricing for perpetual and subscription licenses. Our pricing assumes that Montana already owns SharePoint.

Perpetual Licensing

Model Number	Description - Number of Users	Band Total	Annual Support
GSIGS-PRO-A	0-500 - Software License (Perpetual)	\$93,960.00	\$18,792.00
GSIGS-PRO-B	501-1000- Software License (Perpetual)	\$139,660.00	\$27,932.00
GSIGS-PRO-C	1001-1500 - Software License (Perpetual)	\$185,960.00	\$37,192.00
GSIGS-PRO-D	1501-2000 - Software License (Perpetual)	\$232,500.00	\$46,500.00
GSIGS-PRO-E	2001-3000 - Software License (Perpetual)	\$277,600.00	\$55,520.00
GSIGS-PRO-F	3001-5000 - Software License (Perpetual)	\$361,800.00	\$72,360.00
GSIGS-PRO-G	5001-10000 - Software License (Perpetual)	\$581,100.00	\$116,220.00
GSIGS-PRO-H	10001-20000 - Software License (Perpetual)	\$871,500.00	\$174,300.00

3 Year Subscription Licensing (Includes Maintenance & Support)

Model Number	Description - Number of Users	Annual Subscription
GSIGS-PRO Term3-A	0-500 - Software, 3 Year Term	\$44,396.10
GSIGS-PRO Term3-B	501-1000 - Software, 3 Year Term	\$65,989.35
GSIGS-PRO Term3-C	1001-1500 - Software, 3 Year Term	\$87,866.10
GSIGS-PRO Term3-D	1501-2000 - Software, 3 Year Term	\$109,856.25
GSIGS-PRO Term3-E	2001-3000 - Software, 3 Year Term	\$131,166.00
GSIGS-PRO Term3-F	3001-5000 - Software, 3 Year Term	\$170,950.50
GSIGS-PRO Term3-G	5001-10000 - Software, 3 Year Term	\$274,569.75
GSIGS-PRO Term3-H	10001-20000 - Software, 3 Year Term	\$411,783.75

Note: Please see Appendicies for information and pricing on Kofax and Arx software components.

Appendix A: RFI Requirements and Gimmel Response

RFI Requirements	Gimmel Response
2.9 Vendors should provide a copy of all software license agreements as well as maintenance and support agreements for the products described in Section 3.	Please refer to section: Appendix B: Gimmel Master Software Agreement
3.2 ECM/ERM Qualifications Submittal Requirements	
3.2.1 Company Qualifications: Indicate your company's qualifications and experience as an ECM/ERM provider. Include information on the following: <ul style="list-style-type: none"> • Company Background • Similar Projects • Customer References 	For Gimmel Company Qualifications, please refer to section: Executive Summary and Company Background For Company Information and Similar Projects, please refer to section : Company Information For Gimmel Customer References, please refer to section: Our 5 largest organizations using Gimmel Solutions
3.2.2 Solution Overview: Provide an overview of your solution based on the requirements outlined below. Discuss options for migrating legacy ECMS systems listed in Section 1.4 and in Attachment A – State of Montana Agency ECMS Survey.	For Gimmel's Solution Overview, please refer to section: Gimmel SharePoint Solutions
3.2.3 Software Modules: Indicate any modules (with descriptions of functionalities) necessary for the solution to meet these requirements.	For details on Gimmel's Information Governance Solution, please refer to section: Information Governance Suite Professional For details on Gimmel's Records Management Solution, please refer to section: Compliance Suite
3.2.4 Licensing Options: Explain how your solution is licensed, i.e. named user, concurrent user, enterprise license, server/processor, Storage	For details on Gimmel Licensing, please refer to section: Gimmel Pricing

capacity, etc. The State may require an enterprise-wide system that supports up to 5,000 users.	
3.2.5 Estimated Costs: Provide an explanation of your price/cost model and estimated cost range (i.e. \$100,000 to \$200,000) based on 5,000 users for your solution as described in sub-section 3.2.2	For details on Gimmel Licensing, please refer to section: Gimmel Pricing
4.0 Additional Information. Provide any additional information that may be of interest to the State regarding your solution.	<p>For details on Gimmel Solution Implementation Methodology, please refer to section: Gimmel Professional Services</p> <p>For details on Gimmel Support and Maintenance, please refer to section: Product Support and Maintenance</p>

Appendix B: Gimmel Master Software Agreement

Software License, Maintenance, and Support Agreement

NOTICE: Use of the Software that is the subject of this Agreement requires a valid Client Access License for Microsoft SharePoint Server version 2010 or later (Standard License).

This Software License, Maintenance, and Support Agreement (this “Agreement”), effective as of the Effective Date identified on the cover sheet, is between Gimmel LLC, a Texas limited liability company, and the Licensee identified above. The parties agree as follows.

1. Definitions

Agreement: “Agreement” is defined in the first paragraph.

Annual Maintenance Fees: The “Annual Maintenance Fees” for Perpetual Licenses are 20% of the license fee.

Contract Year: A “Contract Year” means any twelve-month period beginning on the Effective Date or an anniversary of the Effective Date during the Term.

Initial Maintenance and Support Term: The “Initial Maintenance and Support Term” for a perpetual license agreement is based on the Effective Date. The initial term runs in parallel with the software purchase. Subsequent renewals are due on the 1st day of the Effective Date month every year thereafter. For a term license agreement, there is no additional charge for maintenance and support services, which are included in the term license fee.

Licensee: “Licensee” is identified on the Cover Sheet of this Agreement.

License Fees: The “License Fees” are identified on the Cover Sheet of this Agreement.

License Term: The “License Term” means the Initial License Term and any renewal term. The License Term is identified on the Cover Sheet of this Agreement.

Licensed Users: “Licensed Users” means employees and consultants of Licensee who are authorized by Licensee to use the Software

Maximum Number of Licensed Users: The “Maximum Number of Authorized Users” is identified on the Cover Sheet of this Agreement.

Permitted Computers: “Permitted Computers” means (1) computers owned or leased by Licensee located at the Site, (2) laptop or portable computers owned or leased by Licensee, and (3) portable or home computers for secondary use by a Permitted User who is a principal user of the Software on a primary computer owned or leased by Licensee located at the Site.

Site: “Site” means all offices owned or controlled by Licensee.

Software: The “Software” means Gimmel Compliance Suite for SharePoint, Gimmel Information Governance Suite for SharePoint, or Gimmel Unified Records Management for SharePoint. The “Software” means (a) the object code and executable code versions of the computer program(s) identified on the Cover Sheet, (b) printed and electronic user manuals and documentation accompanying or published for such program that may be provided by Gimmel in its sole discretion, (c) any updates of such program and manuals and documentation, add-on components, web services and/or supplements provided by Gimmel from time to time, and (d) any copies of the foregoing. The “Software” does not include software licensed by Microsoft Corporation.

Standard Business Hours: “Standard Business Hours” means 8:00 am to 5:00 pm, Central Time, Monday through Friday, excluding federal holidays.

Updates: “Updates” are defined in Section 8.2.

Warranty Period: The “Warranty Period” means the sixty (60) days after the delivery of the Software.

2. License

2.1 Conditioned upon payment of the License Fees and subject to the terms and conditions of this Agreement, Gimmel grants to Licensee a non-exclusive, non-transferable, license for the Maximum Number of Licensed Users to use the Software during the Term on Permitted Computers. The license granted is Client Access License (CAL) and is specific to each person or device accessing a SharePoint Server.

3. License Conditions and Restrictions

3.1 Conditions and Restrictions: Each of the provisions of this Section 3 is a precondition for any license granted and a restriction on each license.

3.2 Licensee’s Internal Use: Licensee shall not use or permit others to use the Software for any purpose other than Licensee’s own internal business purposes.

3.3 Licensed Users: Licensee shall not permit use of the Software by any person other than Licensed Users.

3.4 Permitted Computers: Licensee shall not install or use the Software or permit installation or use of the Software on any equipment other than Permitted Computers.

3.5 Copies and Derivative Works: Licensee shall not copy, modify, or create any derivative works of the Software and shall not permit others to do so, except that Licensee may make a reasonable number of back-up copies of the Software.

3.6 Reverse Engineering: Licensee shall not decompile, disassemble, reverse engineer, or attempt to derive the source code for the Software, and shall not permit others to do so.

3.7 Transfer: Licensee shall not distribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software, and shall not permit others to do so.

3.8 Marks and Notices: Licensee shall not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on the Software, and shall not permit others to do so.

3.9 Compliance with Laws: Licensee shall comply with all export laws and regulations of the United States, Canada or any other government and agrees not to export or re-export the Software in violation of any such laws or regulations. Licensee shall comply with all applicable laws and regulations with respect to the import into any country or the use in any country of the Software.

3.10 Licensed Use of Microsoft SharePoint: As a precondition to this Agreement, (1) Licensee must obtain a standard license to use Microsoft SharePoint products version 2010 or later, and (2) Licensee shall not use the Software except with authorized copies and uses of Microsoft SharePoint Server version 2010 or later (Standard License).

4. Fees

4.1 License Fee: As a precondition to all rights granted to Licensee under this Agreement, Licensee shall pay to Gimmel the License Fees no later than the Effective Date. Licensee shall pay Gimmel all other fees, expenses and charges due under this Agreement no later than thirty (30) days after receipt of invoice from Gimmel.

4.2 Late payments: Late payments shall incur late fees at the rate of one and a half percent (1.5%) per month, or the maximum amount permitted under applicable law, whichever is less, calculated from the dates such payments were originally due until the dates paid.

5. WARRANTIES, REMEDIES, LIMITATIONS, INDEMNITIES

5.1 LIMITED WARRANTY: Gimmel warrants that, during the Warranty Period, if used in accordance with this Agreement, operated as directed, and used in the environment described in the user manual accompanying the Software, the Software will substantially achieve the functionality described in the user manual. This limited warranty shall not apply if Licensee alters, modifies, or misuses the Software or is in breach of this Agreement.

5.2 AS-IS: EXCEPT AS EXPRESSLY PROVIDED, LICENSEE ACCEPTS THE SOFTWARE "AS-IS".

5.3 EXCLUSION OF WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED, GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND RESELLERS MAKE NO WARRANTY OF ANY KIND AS TO THE INSTALLATION, USE, OR PERFORMANCE OF THE SOFTWARE OR THE RESULTS OBTAINED FROM USE OF THE SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED, GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND RESELLERS DO NOT WARRANT THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, AND DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE, ITS USE, PERFORMANCE, RESULTS, OR APPLICATION; THE DISKETTE OR OTHER TANGIBLE MEDIA ON WHICH THE SOFTWARE IS DELIVERED; OR ANY INFORMATION PROVIDED REGARDING THE SOFTWARE. GIMMAL AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO CORRECTIONS OR MODIFICATIONS TO THE LICENSED SOFTWARE, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED, GIMMAL AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND AS TO THE INSTALLATION, USE, OR PERFORMANCE OF THE SOFTWARE OR THE RESULTS OBTAINED FROM USE OF THE SOFTWARE.

5.4 Sole and Exclusive Remedy. This section provides Licensee's sole and exclusive remedy for any breach of the limited warranty set forth in Section 5.1 or for any other failure of or defect or

nonconformity in the Software. Licensee must provide to Gimmel written notice of any claim of breach of warranty no later than the end of the Warranty Period. Licensee shall have no remedy if Licensee fails to provide timely notice or if Licensee fails to describe the breach of warranty with reasonable specificity in a timely notice. Upon receipt of a timely and proper notice, then, at Gimmel's sole discretion, Gimmel shall:

- (a) provide repaired or corrected Software or a user manual or other documentation; or
- (b) provide instructions as to how Licensee may achieve substantially the same Functionality with the Software as described in the user manual accompanying the Software; or
- (c) terminate this Agreement and provide a refund of the License Fee and the Subscription Fee paid by Licensee.

Licensee shall have no other rights or remedies against Gimmel for any breach of the limited warranty set forth in Section 5.1 or for any other failure of or defect or nonconformity in the Software.

5.5 LIMITATION OF LIABILITY: GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND RESELLERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OF, USE OF, FAILURE OF, OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, AND NOTWITHSTANDING THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE MAXIMUM LIABILITY OF GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND RESELLERS TO LICENSEE SHALL IN ANY EVENT NOT EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE FOR THE SOFTWARE (REGARDLESS WHETHER LIABILITY ARISES FROM BREACH OF

THE LIMITED WARRANTY OR BREACH OF THIS AGREEMENT, OR BASED ON CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORIES). SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND ANY SUCH LIMITATIONS CONTAINED IN THIS AGREEMENT SHALL NOT APPLY IN THOSE JURISDICTIONS.

5.6 Intellectual Property Indemnification: Subject to the limitations in Section 5.5 (including the maximum liability of Gimmel to Licensee), Gimmel shall defend, indemnify, and hold Licensee harmless from all damages, costs, and expenses (including reasonable attorneys' fees and costs) relating to any third party

claims against Licensee alleging that the Software infringes the third party's intellectual property rights. Licensee shall provide written notice to Gimmel of any claim for which indemnity is sought, promptly upon becoming aware of such claim or lawsuit and in any event within ten (10) days after receiving written notice of the claim. Licensee shall fully cooperate in the defense or settlement of any such claim and shall permit Gimmel to control the defense or settlement, including the selection of counsel. Licensee shall obtain the prior written agreement of Gimmel to any settlement of the claim.

6. Records; Audit; Certification Of Compliance

6.1 Records: Beginning on the License Start Date, Licensee shall maintain accurate records as necessary to verify Licensee's compliance with this Agreement, including without limitation, Licensee's compliance with each of the conditions and restrictions of Section 3.

6.2 Audit: Upon at least ten (10) business days' prior written notice, Licensee shall provide Gimmel or its designated representative access to its records solely to verify compliance with this Agreement. If the audit reveals that Licensee has failed to comply with this Agreement, or if the audit reveals that Licensee has failed to maintain records to evidence its compliance with Section 3 of this Agreement, then Gimmel may terminate this Agreement by written notice to Licensee.

6.3 Certification and Evidence of Compliance: In addition to its right of audit, once each year, Gimmel or its designee may request that Licensee provide full documentary evidence of its compliance with this Agreement and request that Licensee certify that Licensee's use of the Software complies with the terms and conditions of this Agreement. If Licensee fails to comply with the request within thirty (30) days, then Gimmel may terminate this Agreement by written notice to Licensee.

7. Ownership and Confidentiality

Except for the license rights granted to Licensee hereunder, Gimmel retains all right, title, and interest in the Software, including any rights under patent, trademark, copyright, trade secrets, and other intellectual property laws, and this Agreement does not grant to Licensee any intellectual property rights in the Software. The structure, organization, and code underlying the Software are the valuable trade secrets of Gimmel. Licensee shall not take any action to

jeopardize, limit, or interfere in any manner with Gimmel's rights, shall not disclose or permit others to disclose any of Gimmel's trade secrets, and shall take all reasonable precautions necessary to protect the confidentiality of Gimmel's trade secrets.

8. Maintenance and Support Services

8.1 Maintenance Services: Upon condition that Licensee has a valid license for the Software, and upon further condition that Licensee has fully and timely paid the Annual Maintenance Fee for the then-current Contract Year, Gimmel will provide Licensee with the following maintenance and support services (collectively, the "Maintenance Services") during Standard Business Hours:

1. user support by telephone, email, and through an Internet support portal;
2. Updates as described in Section 8.2; and
3. technical support as described in Section 8.3.

"Maintenance Services" do not include:

- A. on-site support, training, custom programming services, and hardware and related supplies; or
- B. any services for computers that are not Permitted Computers at a location other than a Site or for computers not owned or leased by Licensee; or
- C. any services for any person who is not a licensed user under a valid license for the Software.

8.2 Updates: This Section 8.2 shall apply only as provided in Section 8.1. Gimmel may from time to time develop updates to the Software within the edition licensed by Licensee ("Updates"). Gimmel will supply Licensee with such Updates as they become available, at no additional cost to Licensee. All Updates shall become part of the Software and shall be subject to the License Agreement. Gimmel will not be obligated to support any prior version of the Software more than two (2) years after a new or updated

version is made available to Licensee. Upgrades to a different edition of Gimmel's software offerings are not included in the Maintenance Services and shall require payment by Licensee of an upgrade fee or additional license fees.

8.3 Technical Support: This Section 8.3 shall apply only as provided in Section 8.1.

8.3.1 *Level designation:* Upon receipt of a request for technical support, Gimmel will designate the request as one of the following problem or error levels:

- | | |
|---------|---|
| Level 1 | The problem or error produces an emergency situation in which Licensee is unable to use the Software on its internal system which has a critical effect on Licensee's business operations. |
| Level 2 | The problem or error is not Level 1 but produces a detrimental situation in which Licensee is able to use the Software, but Licensee's operations are severely impacted by the problem or error. |
| Level 3 | The problem or error is not Level 1 or 2 but produces a noticeable situation in which Licensee is able to use the Software with some restrictions on operations which restrictions do not have a critical impact on Licensee's business operations. |
| Level 4 | The problem or error is not Level 1, 2, or 3 but produces a situation in which Licensee's convenience or use of the Software is affected or Licensee desires an enhancement. |

Gimmel shall assist Licensee with understanding when there are problems or errors relating to SharePoint, but such problems or errors shall not be included in the Levels described above and in the case of a known deficiency may have dependencies on Microsoft for correction. Gimmel shall use commercially reasonable efforts to assist Licensee to obtain support from Microsoft in connection with any such SharePoint problem or error

8.3.2 *Trouble Shooting Obligations:* Gimmel shall have the following trouble shooting obligations:

Level 1: Gimmel will begin working on an acceptable work-around, remedy or cure for the problem or error on a commercially reasonable efforts basis within six (6) business hours after Licensee's notification during Standard Business Hours. If an acceptable work-around or cure for the Software error is not found within eight (8) business hours after Licensee's notification, the parties will refer the problem or error to senior executives of Gimmel and Licensee for resolution.

Level 2: Gimmel will begin working on an acceptable work-around, remedy or cure for the Software error on a commercially reasonable efforts basis within two (2) business days after Licensee's notification during Standard Business Hours. If an acceptable work-around or cure for the Software error is not found within five business days after Licensee's notification, the parties will refer the problem or error to senior executives of Gimmel and Licensee for resolution.

Level 3: Gimmel will begin working on an acceptable work-around, remedy or cure for the Software error on a commercially reasonable efforts basis within five (5) business days after Licensee's notification during Standard Business Hours. Gimmel shall then use commercially reasonable efforts to develop a work-around, remedy or cure for the verifiable Software error for consideration and possible implementation in a future Software update.

Level 4: Gimmel will introduce the enhancement for consideration by product engineering for consideration and possible implementation in a future Software update.

8.3.3 *On-Site Support:* Gimmel and Licensee shall mutually determine in good faith whether an on-site visit by Gimmel would facilitate completion of a work-around, remedy or cure for any given Software problem or error. If both parties agree to on-site support, which will require advance Licensee approval in writing, Licensee agrees to pay Gimmel's fees (hourly rate) plus reasonable travel and a per diem for living expenses incurred in performing the on-site assistance.

8.3.4 *Alteration of Service Levels:* Gimmel may reasonably alter the service levels set forth in Section 2.3.1 by ninety (90) days written notice to Licensee.

8.4 Licensee Responsibility: Licensee shall be responsible for:

1. properly using and controlling access to the equipment running the Software;
2. permitting Gimmel with the necessary access to the Software (including remote access);
3. complying with all applicable laws and regulations;
4. providing detailed and accurate descriptions of maintenance and support related issues to allow Gimmel to fulfill its maintenance and support obligations;
5. problems resulting from Licensee not operating the Software on the hardware specified by Gimmel;
6. any third party products (including, without limitation, Microsoft Sharepoint) whether or not such products are running with the Gimmel Software;
7. service related to reconstruction of data or restoration of data integrity;
8. service required as a result of hardware failure, software other than the Software, catastrophe, fault or negligence of Licensee or its users, operator error, improper use of hardware or misuse of the Software;
9. repair or restoration of Licensee's data; and
10. installation, setup and configuration of the Software unless separately contracted with Gimmel.

Licensee must use and maintain the recommended hardware and other equipment specified by Gimmel from time to time. If an Update requires additional hardware or other equipment it is Licensee's responsibility to purchase and install such hardware or equipment. Gimmel will not be in breach of its maintenance and support obligations if Licensee fails to use the hardware and equipment required or if Licensee fails to establish and maintain Gimmel's access to the Software.

8.5 Requests for Support: Licensee shall designate no more than three (3) contact persons for all communications relating to support and maintenance. All requests for support must be by Licensee's contact persons.

9. Payments

9.1 Annual Maintenance Fee: As a condition to any right to Maintenance Service, Licensee shall pay to Gimmel the then-current Annual Maintenance Fee for the Software.

9.2 Out-of-pocket expenses: Conditioned upon prior written approval by Licensee, Licensee shall pay for reasonable out of pocket travel expenses (including boarding and lodging) in connection with service provided under this Agreement.

9.3 Taxes: Licensee shall pay to or reimburse Gimmel upon demand and as applicable for amounts equal to any sales and/or use taxes, arising from or based upon this Agreement.

9.4 Increases in Annual Maintenance Fees: After the first anniversary of the Effective Date, Gimmel may increase the Annual Maintenance Fees by the C.P.I (Urban-National Average for other goods and services) plus 1%. Additionally, Gimmel shall have the

right at any time to increase the Annual Maintenance Fee to reflect changes made at Licensee's request in the features or specifications of the Software. Increases for changes in features or specifications will be immediately effective, and invoiced to Licensee at the time of increase and upon request of Licensee's signoff, and thereafter will be added to the Annual Maintenance Fee.

9.5 Payment: Licensee shall pay the first Annual Maintenance Fee on the Effective Date. Thereafter, the Annual Maintenance Fee shall be due ten (10) days before the anniversary of the Effective Date. Licensee shall pay all other payments under this Agreement within thirty (30) days of the date of invoice.

9.6 Late payments: Late payments shall incur late fees at the rate of one and a half percent (1.5%) per month, or the maximum amount permitted under applicable law, whichever is less, calculated from the dates such payments were originally due until the dates paid.

10. Term and Termination:

10.1 Effective Date: This Agreement is effective as of the Effective Date and shall terminate at the end of the Term.

10.2 Nonrenewal: Unless terminated earlier as expressly permitted, this Agreement shall remain in full force and effect for the Initial Term. At least sixty (60) days before expiration of the Initial Term or any renewal term, Gimmel shall provide to Licensee written notice of any new or different terms and conditions terms for maintenance and support. Upon expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for additional one year terms unless either party provides written notice of termination at least thirty (30) days prior to the expiration date of the Initial Term or renewal term.

10.3 Breach: Either party may terminate this Agreement by written notice to the other party if the other party fails to cure a breach of this Agreement within thirty days after receipt of written notice describing the breach.

10.4 Insolvency: A party may terminate this Agreement by written notice to the other party if the other party (i) files a petition in bankruptcy, (ii) applies for or consents to the appointment of a receiver, trustee or liquidator, (iii) admits in writing the inability to pay its debts when due, (iv) makes a general assignment for the benefit of creditors, or (v) is adjudicated bankrupt or insolvent. Notwithstanding the above, should Gimmel and Licensee continue to conduct business in the same manner as contracted under this Agreement during the pendency of the bankruptcy, and the parties continue to fulfill their respective obligations, then this Agreement shall continue in full force and effect.

10.5 Nonpayment: Gimmel may terminate this Agreement at any time by providing written notice to Licensee at least ten (10) days prior to the effective date of such

termination if Licensee is more than thirty (30) days late in any payment under this Agreement, unless Licensee cures the default prior to the effective date of termination.

10.6 Termination of the Software License: This Agreement shall terminate immediately upon termination of the license agreement for the Software.

10.7 Termination of Support: Gimmel may terminate Support by providing at least one hundred twenty (120) days prior written notice of termination to Licensee. Upon such termination of Support, Gimmel will refund any unused pro rata portion of the Annual Maintenance Fee paid by Licensee.

10.8 Termination: This Agreement will terminate:

1. if Licensee provides to Gimmel written notice of termination; or
2. if Licensee fails to comply with any provision of Sections 3 or 7; or
3. upon written notice of termination by Gimmel if Licensee fails to cure breach of any other provision of this Agreement within thirty (30) days after written notice from Gimmel specifying the breach; or
4. if Gimmel terminates this Agreement as expressly permitted in this Agreement.

10.9 Procedure upon Termination: Except as expressly provided, upon termination of this Agreement, Licensee will not be entitled to any refund of the License Fee or the Subscription Fee. Upon termination of this Agreement, Licensee shall:

1. discontinue any and all use of the Software,
2. purge the Software from all computer systems, storage media and other files,
3. return all copies of the Software (including user manuals and other documentation) to Gimmel, or at Gimmel's request, destroy all copies of the Software (including user manuals and other documentation), and
4. deliver to Gimmel certification that Licensee has complied with these termination obligations.

10.10 Surviving Terms: Sections 1, 3, 4.2, 5 (except that the limited warranty and any right of Licensee to a remedy shall terminate), 7, 9, 10, and 11 shall survive termination of this Agreement.

11. General

11.1 Modifications: No modification, amendment, or waiver of any provision of this Agreement shall be effective unless signed by authorized representatives of Gimmel and Licensee.

11.2 U.S. Government End-Users: The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government

end-users acquire the Software only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement.

11.3 Governing Law: This Agreement shall be governed by the laws of the State of Texas (excluding conflicts of laws provisions), and not by the United Nations Convention on Contracts for the International Sale of Goods.

11.4 Severability: If any provision in this Agreement should be held invalid or unenforceable, such provision shall be modified to the extent necessary to render it valid or enforceable or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect.

11.5 No Assignment by Licensee: Licensee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Gimmel, which consent may be withheld in the sole discretion of Gimmel. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

11.6 No Other Agreements: This Agreement is the entire agreement of the parties with respect to the Software, and there are no other agreements, written, oral, electronic, or otherwise, with respect to the Software.

GIMMAL LLC	LICENSEE
	<hr/>
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____

Appendix C: Arx CoSign Overview

CoSign by ARX Digital Signature Solution Overview

Introduction

The CoSign digital signature solution from ARX makes it easy to digitally sign electronic documents and records. It makes use of standards-based Public Key Infrastructure (PKI) technology in a commercial off the shelf (COTS) solution. CoSign allows anyone to easily verify the signatures for signer identity, signer intent, and content integrity.

CoSign offers numerous distinctive advantages over competing solutions, including a self-hosted solution that ensures complete control over the signer management process and privacy of the signed documents; a “plug ‘n play” turnkey solution that is installed remotely and in less than half a day; secure and centralized management of the signing credentials and keys; and signing capability for Office and Adobe documents, as well as any printable output generated by any application being used by the University.

In addition, the signature and certificate details are embedded directly into the signed document, eliminating reliance on a PKI vendor for validation. And because the CoSign integration is with specific application vendors such as Microsoft and Adobe, it works with any document management, content management, or workflow system of choice.

CoSign Features

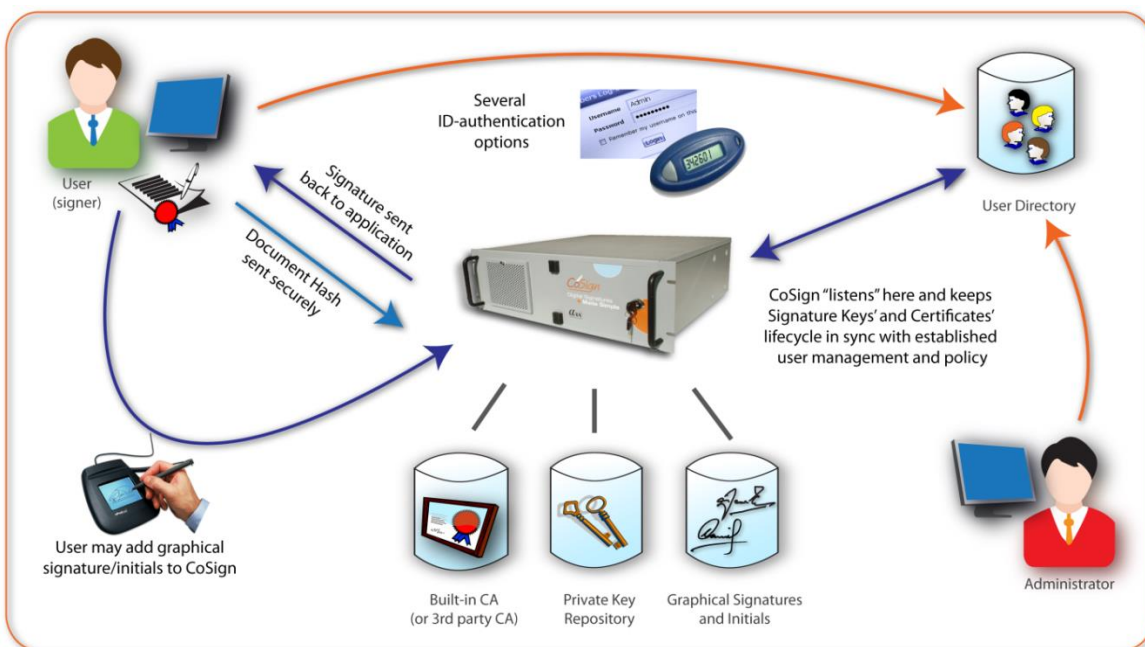
- Central storage of signing keys – Keys are generated and stored in a secure tamper-evident appliance, eliminating the need for hardware tokens such as smartcards, USB tokens, etc. The keys are kept encrypted and never leave the appliance. All signing operations are performed within the appliance.
- Built-in Certification Authority (CA) – CoSign’s built-in CA independently issues, revokes, and renews all signing certificates for CoSign users. This makes it unnecessary to maintain or work with an external CA, but CoSign also supports third party certificates.
- Choice of organization’s user directory or built-in user directory– CoSign leverages existing directory user management systems, such as Microsoft Active Directory®, for managing internal signers. With the seamless integration, CoSign continually tracks changes in the user directory and automatically enrolls new users, updates user details, and revokes certificates for users deleted from the directory. For external signers or mixed environments, the CoSign appliance comes with a built-in user directory and signers can be added manually or programmatically using CoSign Signature API (SAPI) SDK.
- Third Party application support – CoSign works with all standard file formats and third party software applications, such as Microsoft Word, Excel®, Outlook®, InfoPath®, and Adobe® PDF. In addition, a unique built-in feature provides easy signing of any printable, resulting in a digitally signed PDF.
- Web-signing module – For external signers (students, customers, vendors) the preferred approach is to make the documents available on the client website, let the parties log-in, review the document, and sign across the web. This maintains control of the documents and eliminates “chasing the document and signature”. For web-portals based on SharePoint, CoSign provides a pre-built module that is ready to deploy. For non-SharePoint portals, CoSign provides Signature APIs that can be used to accomplish the same thing.
- Graphical signatures – In addition to the standard digital signature, CoSign can integrate into each signature a graphical signature image, centrally stored within the appliance.
- Signing rationale – In addition to the graphical signature, the signer can include a user-defined optional or mandatory reason for signing.
- Time Stamp: CoSign's digital signatures can be time-stamped according to IETF (RFC 3161).
- Authentication methods – CoSign supports various authentication methods, including username and password, Single Sign-On based on Active Directory Kerberos tickets, One Time Password (OTP) tokens, biometric tokens, smartcards, and more.
- Signature API (SAPI) - CoSign's API enables web-signing capability and easy integration of digital signature support for new applications, document management systems, homegrown systems, etc. SAPI supports various interfaces (COM object, Web services, .Net assembly, Java, and more).

CoSign Architecture

The CoSign solution is composed of two (and optionally, three) key components: 1) A hardware appliance connected to the network, 2) Client software, and/or 3) Optional web-signing agent.

- The appliance stores the private keys, certificate and graphical signatures of all users. The appliance also performs the sensitive signing operation using the signer's private key, which never leaves the appliance. These signing operations are PKI-based and comply with all the relevant signing standards.
- The client software provides the connection with the signing applications. It triggers the user authentication, and enables applications to sign documents using the certificate and keys stored within the appliance, and to embed a graphical signature within the signed document. The client software includes a user component for managing the user's graphical signatures and options, as well as an administrative component enabling an administrator to manage the appliance.
- When using web services, CoSign client components are installed on a central server (such as a web server, SharePoint server, etc.). Using their browser, signers provide the server with their signing credentials whenever a signature is required. The optional CoSign web-signing capability is provided via our Signature API, and is delivered either pre-configured as an add-on for SharePoint and other ECM applications, or as programmable APIs that can be dropped into your own web-portal or application.

CoSign Architectural Overview



About ARX

ARX (Algorithmic Research) is a global provider of cost-efficient digital signature solutions for industries such as life sciences, healthcare, government, and engineering. For over 20 years, ARX has specialized in security and standard digital signature application. ARX helps businesses secure, streamline, and scale their business processes and transactions with the proper controls required by legislation, regulation, and industry best practice. CoSign equipping professionals with secure, compliant digital signatures that may be used to sign any of the most popular file types, including PDF, PDF/A, InfoPath, IBM Forms, and Office documents. By eliminating the reversion to paper each time a signature is required, CoSign allows organizations to complete their investment in business automation while achieving streamlined operations, reduced organizational costs, and enhanced collaboration.

Sample Government Customers:

CUSTOMER	INDUSTRY	STATE
U.S. Department of Energy	Government – Federal	WY
U.S. Dept. of Veterans Affairs	Government – Federal	CA
U.S. District DOT	Government – Federal	DC
U.S. Federal Courts	Government – Federal	DC
U.S. Parole Commission	Government – Federal	MD
U.S. Attorney General's Office	Government – Federal	DC
U.S. Commodity Futures Trading Commission	Government – Federal	DC
U.S. Department of Homeland Security/CBP	Government – Federal	DC
U.S. Department of Energy	Government – Federal	TN

CUSTOMER	INDUSTRY	STATE
DoE Albuquerque	Government – Federal	DC
FBI	Government – Federal	DC
Federal Bureau of Prisons	Government – Federal	FL
General Dynamics	Government – Federal	MA
HRSA	Government – Federal	MD
Los Alamos National Laboratory	Government – Federal	NM
NASA	Government – Federal	FL
Deep Underground Science and Engineering Lab	Government – Federal	SD
VHA – Veterans Health Administration	Government – Federal	DC
BCSC – British Columbia Securities Commission	Government – State & Local	BC
City of Lauderhill, FL	Government – State & Local	FL
City of Longview, WA	Government – State & Local	WA
City Of Newark, NJ	Government – State & Local	NJ
City of San Francisco Airport Authority	Government – State & Local	CA
City of San Francisco Housing Authority	Government – State & Local	CA
City Of Vernon, BC	Government – State & Local	BC
County of Berks, PA	Government – State & Local	PA
County of Cabarrus, NC	Government – State & Local	NC
County of Clallam, WA	Government – State & Local	WA
County of Clayton, GA	Government – State & Local	GA
County of Clinton, IA	Government – State & Local	IA
County of Contra Costa, CA	Government – State & Local	CA
County of Durham, NC	Government – State & Local	NC
County of Franklin, OH	Government – State & Local	OH
County of Harris, TX	Government – State & Local	TX
County of Hawaii	Government – State & Local	HI
County of Iredell, NC	Government – State & Local	NC
County of Johnson, KS	Government – State & Local	KS
County of Kane, Ill District Clerk's Office	Government – State & Local	IL
County of Oakland, MI	Government – State & Local	MI
County of Olmsted, MN	Government – State & Local	MN
County of Polk, IA	Government – State & Local	IA
County of Snohomish, WA	Government – State & Local	WA
County of Stanly, NC	Government – State & Local	NC
County of Suffolk, NY	Government – State & Local	NY
Fort Wayne Allen County Airport Authority	Government – State & Local	IN
Louisiana Community and Tech. College System	Government – State & Local	LA
Metro Atlanta Rapid Transit Authority	Government – State & Local	GA
Metropolitan Water District of So. California	Government – State & Local	CA
Norfolk VA Circuit Court	Government – State & Local	VA
Port of Los Angeles, CA	Government – State & Local	CA
St. Johns River Water Management District	Government – State & Local	FL
State of Florida State Board of Administration	Government – State & Local	FL
State of MN Judicial System	Government – State & Local	MN
State of Oregon Dept. of Transportation	Government – State & Local	OR
State of So. Carolina Dept. of Transportation	Government – State & Local	SC
State of Texas Department of Public Safety	Government – State & Local	TX
State of Virginia Supreme Court	Government – State & Local	VA
State of Washington Lottery	Government – State & Local	WA

Tarrant Regional Water District	Government – State & Local	TX
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Pricing Information

Pricing consists of a one-time purchase of the CoSign appliance, licenses, annual maintenance, installation/training and shipping. Unlimited-use and transferable licenses run \$140 each for the first 200, \$70 each for the next 300, and so on.

Number of Signers	200	500	1,000
CoSign Enterprise Central Appliance & Software	\$ 9,000	\$ 9,000	\$ 9,000
Signer Licenses- 200 x \$140	\$ 28,000	\$ 28,000	\$ 28,000
Signer Licenses- 300 x \$70		\$ 21,000	\$ 21,000
Signer Licenses- 500 x \$65			\$ 32,500
SharePoint Connector ?	\$ 3,000	\$ 3,000	\$ 3,000
Subtotal	\$ 40,000	\$ 61,000	\$ 93,500
Annual Maintenance on List price @ 20%	\$ 8,000	\$ 12,200	\$ 18,700
Professional Services- Remote Installation & Training	\$ 1,500	\$ 1,500	\$ 1,500
Appliance Shipping & Insurance via UPS/FedEx	\$ 250	\$ 250	\$ 250
Total Cost	\$ 49,750	\$ 74,950	\$ 113,950

Note: The only recurring cost is Annual Maintenance, which warrants the appliance itself and provides for Support and Upgrades.

Appendix D: Kofax Overview

Information pending.